73 Am. St. Rep. 491; *Richardson* v. *Oliver*, 105 Fed. 277, 44 C. C. A. 468, 53 L. R. A. 113; *Patello* v. *Lytle*, 158 N. C. 95, 73 S. E. 200. There must be reliance thereupon to one's substantial prejudice. BIGELOW, ESTOPPEL 492-502. Since a mere parol promise by the wife could not ratify (if such is possible) the deed, as such promise would be ineffective by the statute of frauds, *Price* v. *Hart*, 29 Mo. 171, and since there has been no formal ratification and no conduct of the plaintiff to the prejudice of the defendant, it is indeed hard to see how the case can be supported.

INJUNCTION—ADULTERY — RELIEF.—Defendant had debauched plaintiff's minor daughter and had induced her to leave her parental abode and live with him in a state of adultery. This state of things continuing it was *held* that equity will afford the father of the girl a remedy by injunction, and to that end restrain defendant from associating with her and from communicating with her in any manner or through the agency of any other person. *Stark* v. *Hamilton* (Ga., 1919), 99 S. E. 861.

While the court states that the case involves both personal and property rights (right to services of minor child), it rests its decision on a violation of the rights of personality. Says the court, "It is difficult to understand why injunctive protection of a mere property right should be placed above similar protection from the continual humiliation of the father and the reputation of the family. In some instances the former may be adequately compensated in damages, but the latter is irreparable." In view of the difficulty of making the decree effective, it might be doubted whether it was expedient to grant the relief, but all must welcome the case as another step in the progress of equity over the arbitrary limitations imposed by some of the older authorities. For a learned and exhaustive discussion of the problem, see Dean Pound's article on Equitable Relief Against Defamation and Injuries to Personality in 29 HARV. L. REV. 640.

INSURANCE—DEATH OF CONDEMNED CRIMINAL—INCONTESTABLE POLICY.—The insured was convicted of murder and sentenced to be hanged. He escaped and feloniously assaulted the officers who were attempting to recapture him. The officers killed him in self defense. *Held*, this was not a risk covered by the policy of life insurance, the presence of an "incontestable" clause not having been brought out at the trial. *United Order of the Golden Cross* v. *Overton*, (Ala., 1919) 83 So. 59.

Where the policy contains no "incontestable" clause, execution of the insured for crime avoids the insurance contract. *Amicable Society* v. *Bolland*, 2 Dow. & Cl. 1; *Northwestern Mutual Life Insurance Co.* v. *McCue*, 223 U. S. 234; *Supreme Commandery* v. *Ainsworth*, 71 Ala. 436. Where the policy is by its terms incontestable after a certain time except for non-payment of premiums, there is a clear split in authority. On the ground of public policy such clauses have been declared inoperative where the death results from the crime of the insured. *Burt* v. *Union Central Life Ins. Co.*, 187 U. S. 362, (execution for felony); *Collins* v. *Metro. Life Ins. Co.*, 27 Pa. Sup. Ct. 353, (same). Courts which hold *contra* also base their decis-